

Peter Poor Ambulance Service, Inc. and Teamsters, Chauffeurs, & Helpers Union Local 437, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America and Association of Emergency Medical Technicians of the North Shore (A.E.M.T.), Party in Interest. Cases 1-CA-19537, 1-CA-19765, 1-CA-19783, and 1-CA-19854

December 16, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND
ZIMMERMAN

Upon charges filed on February 9, April 14 and 23, and May 12, 1982, by Teamsters, Chauffeurs, & Helpers Union Local 437 a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (herein called the Union), and duly served on Peter Poor Ambulance Service, Inc. (herein called Respondent), the General Counsel of the National Labor Relations Board, by the Regional Director for Region 1, issued on March 5, May 27, and June 24, 1982, respectively, a complaint and notice of hearing; an order consolidating cases, amended complaint and notice of hearing; and a further order consolidating cases, second amended complaint and notice of hearing. The above complaints allege, in substance, that by the following conduct Respondent engaged in various violations of Section 8(a)(1), (2), and (5) of the Act: From on or about February 19, 1982, Respondent refused to execute a written contract embodying the agreement it reached with the Union in a specified appropriate unit (described below and referred to herein as the Revere unit) for which the Union has been, and is, the recognized, exclusive bargaining representative since October 1979; since February 1982, Respondent has refused to abide by the terms of the above collective-bargaining agreement by refusing to put into effect its agreed-upon terms, including pay raises and other benefits; Respondent negotiated directly with employees; Respondent threatened plant closedown, threatened employees with discharge if they took a strike vote, interrogated employees regarding attendance at a strike ratification meeting, and solicited employees to drop the Union and to form their own association with which Respondent would bargain; Respondent assisted employees in the formation of such an association; since on or about April 8, 1982, Respondent has refused to bargain in good faith with the Union in a second appropriate unit (described below and referred to herein as the the Ipswich-Newburyport unit) in which the Union has been, and is, the certified exclusive bargaining representative, by making regressive and clearly unacceptable

contractual offers, and by subsequently withdrawing recognition from the Union and by negotiating directly with employees. Copies of each of the charges, the complaint and notice of hearing, the order consolidating cases, amended complaint and notice of hearing, and the order consolidating cases, second amended complaint and notice of hearing were duly served on the parties to this proceeding.

On August 31, 1982, having attempted unsuccessfully twice via telephone to solicit Respondent to file an answer, counsel for the General Counsel mailed a letter to Respondent advising that Respondent had failed to file an answer to all of the above-noted complaints, and that unless an answer complying with the Board's Rules and Regulations was filed on or before close of business, September 7, 1982, counsel for the General Counsel would file a Motion for Summary Judgment. On September 7, 1982, counsel for the General Counsel received a letter from Respondent dated September 7, 1982, in which Respondent neither admitted, denied, nor explained any of the allegations in the second amended complaint. Respondent, instead, asked that the four above-captioned cases not be consolidated inasmuch as the present consolidation would impair Respondent's ability to present the necessary evidence and witnesses adequately to make its case.¹

On September 16, 1982, counsel for the General Counsel filed directly with the Board a Motion for Summary Judgment. Subsequently, on September 23, 1982, the Board issued an order transferring the proceeding to the Board and a Notice To Show Cause why the General Counsel's Motion for Summary Judgment should not be granted. Respondent did not file a response to the Notice To Show Cause and therefore the allegations of the Motion for Summary Judgment stand uncontroverted.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

¹ The text of Respondent's letter reads as follows:

We wish to contest the following cases pending against Peter F. Poor Ambulance Service, Inc., case numbers 19,537, 19,765, 19,783 and 19,854.

We do not wish to consolidate the four cases into one as we feel it would be extremely difficult to present the amount of evidence necessary and hear the number of witnesses planned if the cases were consolidated. We also feel that it would be damaging to our position if we were unable to obtain as well as provide a clear and concise statement of each case.

It would be greatly appreciated if we could schedule each case on a separate date to facilitate gathering of evidence and witnesses.

Ruling on the Motion for Summary Judgment

Section 102.20 of the Board's Rules and Regulations, Series 8, as amended, provides:

The respondent shall, within 10 days from the service of the complaint, file an answer thereto. The respondent shall specifically admit, deny, or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the respondent shall state in the answer that he is without knowledge, shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown.

Each complaint and notice of hearing served on Respondent specifically stated that unless an answer to the complaint was filed within 10 days of service thereof "all of the allegations in the complaint shall be deemed to be admitted to be true and shall be so found by the Board." As outlined above, as set forth in the uncontroverted allegations of the Motion for Summary Judgment, despite the August 31, 1982, letter from counsel for the General Counsel advising Respondent that unless it filed an answer complying with the Board's Rules and Regulations the General Counsel would file a Motion for Summary Judgment, nothing of the kind was forthcoming. The only response from Respondent was the letter dated September 7, 1982, in which Respondent neither admitted, denied, nor explained any of the complaint allegations. Indeed, the letter did nothing more than object to the consolidation of the subject cases for hearing.² Consequently, there is no basis for construing the letter as an answer or as an explanation for Respondent's failure to file an answer. Respondent therefore failed to file an answer acceptable under the Board's Rules and Regulations within 10 days from service of any of the complaints, or within the extended time afforded it by the General Counsel, and, as no good cause for its failure to do has been shown, in accordance with the rules set forth above, the allegations of the complaints are deemed to be admitted to be true

² We find no merit to Respondent's objection to the consolidation of these cases. Sec. 102.33 of the Board's Rules and Regulations authorizes the regional director to consolidate cases for hearing in order to effectuate the purposes of the Act or to avoid unnecessary cost or delay. Where, as here, the parties and the issues raised by the complaints are related, we find consolidation to be an appropriate procedure.

and are so found to be true.³ Accordingly, we grant the Motion for Summary Judgment.

On the basis of the entire record, the Board makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF RESPONDENT

Respondent, Peter Poor Ambulance Service, Inc., a Massachusetts corporation, maintaining its principal office and place of business at 425 American Legion Highway, Revere, Massachusetts (herein called the Revere location), and other places of business at 92 Merrimack Street, Newburyport, Massachusetts (herein called the Newburyport location), and in Ipswich, Massachusetts (herein called the Ipswich location), is engaged in the emergency ambulance transportation service of institutional and private users.

Respondent, in the course and conduct of its business, causes, and continuously has caused at all times herein mentioned, large quantities of vehicles and related products used by it in the business of providing ambulance transportation to institutional private users to be purchased and transported in interstate commerce from and through various States of the United States other than the Commonwealth of Massachusetts, and provides services valued in excess of \$50,000 to institutions and cities and towns within the Commonwealth of Massachusetts which are engaged in commerce.

Annually, Respondent receives goods valued in excess of \$2,000 directly from points located outside the Commonwealth of Massachusetts.

During the last fiscal year, Respondent's gross revenue exceeded \$500,000, and more than \$50,000 of Respondent's gross revenue was derived from payment received from the hospitals, nursing homes, cities, and towns in which it has facilities.

We find, based on the foregoing, that Respondent is, and has been at all times material herein, an employer within the meaning of Section 2(6) and (7) of the Act, and that it will effectuate the policies of the Act to assert jurisdiction herein.

II. THE LABOR ORGANIZATIONS INVOLVED

The Union, Teamsters, Chauffeurs, & Helpers Union Local 437, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, is a labor organization within the meaning of Section 2(5) of the Act.

Association of Emergency Medical Technicians of the North Shore (A.E.M.T.) (herein called the

³ See *International Printing and Graphic Communications Union, Local 391 (Salem Gravure Division of World Color Press, Inc.)*, 259 NLRB 1182 (1982).

Association) is a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. At all times material herein, Peter Poor, owner, and Jack Ramsey, manager, have been and are now agents of Respondent, acting on its behalf, and are supervisors within the meaning of Section 2(11) of the Act.

B. (1) On or about March 23, 1982, at the Revere location, Respondent, by its agent, Peter Poor, threatened employees with termination of its operations unless the employees agreed to concessions in wages, hours, and other conditions of employment.

(2) On or about March 23, 1982, at the Revere location, Respondent, by its agent, Peter Poor, told employees that they should drop the Union and that he knew an attorney who would assist in their efforts to do so.

(3) On or about April 12, 1982, at the Revere location, Respondent, by its agent, Peter Poor, threatened employees with the closing of its business unless they conceded to forgo wage increases, holidays, personal days, and vacations.

(4) On or about April 12, 1982, at the Revere location, Respondent, by its agent, Peter Poor, asked employees to form a committee of their own to negotiate with Respondent instead of the Union.

(5) On or about April 6, 1982, at the Ipswich location, Respondent, by its agent, Peter Poor, told an employee that if the employees took a strike vote he would fire them all.

(6) On or about April 14, 1982, at the Ipswich location, Respondent, by its agent, Peter Poor, told employees that Respondent's employees at Revere were going to strike and that Respondent would close its doors.

(7) On or about April 22, 1982, at the Ipswich location, Respondent, by its agent, Peter Poor, interrogated employees as to who had attended a union strike-ratification meeting the previous evening.

C. (1) On or about March 31, 1982, at the Ipswich location, Respondent, by its agent, Peter Poor, suggested and fostered to employees the concept of forming their own union.

(2) On or about April 14, 1982, at the Ipswich location, Respondent, by its agent, Peter Poor, allowed the Association to meet on Respondent's property and, further, assisted in permitting employees on Respondent's time to attend a meeting of the Association.

(3) On or about early April 1982, at the Ipswich location, Respondent, by its agent, Peter Poor, suggested to employees that they form their own asso-

ciation and that he would be in a position to bargain with the Association more reasonably and give employees more pay in the form of a weekly salary.

(4) On or about April 6, 1982, at the Ipswich location, Respondent, by its agent, Peter Poor, told an employee he wanted the Union out and for employees to form their own association and that Respondent would then bargain with that association.

D. (1) All emergency medical technicians, ambulance drivers, attendants and chaircar personnel employed by Respondent at its Revere, Saugus, and Chelsea, Massachusetts, locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act constitute a unit (the Revere unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

(2) All emergency medical technicians, ambulance drivers, attendants, and chaircar personnel employed by Respondent at its Ipswich and Newburyport, Massachusetts, locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act constitute a unit (the Ipswich-Newburyport unit) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

E. (1) Since on or about October 1979, and at all times material herein, the Union has been the designated collective-bargaining representative of Respondent's employees in the Revere unit, and since on or about October 1979, the Union has been recognized as such representative by Respondent. Such recognition has been embodied in a collective-bargaining agreement, which was effective by its terms for the period October 1979 to September 30, 1981.

(2) Since on or about June 17, 1980, and at all times material herein, the Union has been the designated collective-bargaining representative of Respondent's employees in the Ipswich-Newburyport unit and since on or about June 1980, the Union has been recognized as such representative by Respondent. Such recognition has been embodied in a collective-bargaining agreement, which was effective by its terms for the period April 1980 to April 6, 1982.

F. (1) At all times since October 1979, the Union has been, and is, the exclusive representative of the employees in the Revere unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

(2) At all times since April 1980, the Union has been, and is, the exclusive representative of the employees in the Ipswich-Newburyport unit for the

purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

G. On or about January 21, 1982, the Union and Respondent reached full and complete agreement with respect to terms and conditions for employment of the employees in the Revere unit, said agreement to be incorporated in a collective-bargaining agreement between the Union and Respondent.

H. Since on or about January 27, 1982, the Union has requested Respondent to execute a written contract embodying the agreement described above in paragraph G.

I. Since on or about February 19, 1982, Respondent has failed and orally refused to execute a written contract embodying the agreement described above in paragraph G.

J. Since on or about February 1982, Respondent has refused to abide by the collective-bargaining agreement described above in paragraph G, as follows:

(1) Since on or about February 1982 Respondent has refused to put into effect pay raises which were retroactive to October 4, 1981, and January 3, 1982, respectively.

(2) Since on or about April 1982, Respondent has refused to put into effect a further pay raise.

(3) Since on or about February 1982, Respondent has refused to grant holiday pay and personal days off with pay.

(4) Since on or about April 1982, Respondent has refused to post a vacation bid schedule.

(5) Since on or about April 1982, Respondent has refused to grant employees paid vacations.

(6) Since on or about May 1982, Respondent has refused to pay employees for their uniform allotments.

K. (1) On or about March 23, 1982, Respondent, by its agents, Peter Poor and Jack Ramsey, did, at the Revere location, negotiate directly with employees in the Revere unit.

(2) On or about April 12, 1982, Respondent, by its agent, Peter Poor, did, at the Revere location, negotiate directly with employees in the Revere unit.

L. Since on or about March 22, 1982, and continuing to date, the Union has requested Respondent to bargain with respect to a renewed agreement for the employees in the Ipswich-Newburyport unit.

M. Since on or about April 8, 1982, Respondent by its officer and agents has, at the Ipswich and Newburyport locations, refused to bargain in good faith with the Union regarding the employees in the Ipswich-Newburyport unit, in that:

(1) On or about April 14, 1982, Respondent, by its agent, Peter Poor, did at the Newburyport location make regressive and clearly unacceptable offers to employees regarding wages, hours, and other conditions of employment.

(2) On or about April 22, 1982, Respondent, by its agent, Peter Poor, did at the Newburyport location, withdraw recognition of the Union as the exclusive bargaining representative of the employees in the Ipswich-Newburyport unit.

N. By the acts and conduct described above in paragraphs I, J, K, and M, Respondent has failed and refused, and is failing and refusing, to bargain collectively with the representative of its employees, and Respondent thereby did engage in and is engaging in unfair labor practices within the meaning of Section 8(a)(5) and 8(1) of the Act.

O. By the acts and conduct described above in paragraph C and by each of said acts, Respondent has rendered, and is rendering, unlawful assistance and support to a labor organization, and Respondent thereby did engage in and is engaging in unfair labor practices within the meaning of Section 8(a)(2) and (1) of the Act.

P. By the acts described above in paragraph B, and by each of said acts, Respondent did interfere with, restrain, and coerce, and is interfering with, restraining, and coercing, its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby did engage in and is engaging in unfair labor practices with the meaning of Section 8(a)(1) of the Act.

Q. The activities of Respondent, described above in paragraphs B, C, I, J, K, and M, occurring in connection with the operations of Respondent, described above in section I, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of Respondent set forth in section III, above, occurring in connection with the operations of Respondent described in section I, above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

The Board, based upon the foregoing facts and the entire record, makes the following:

CONCLUSIONS OF LAW

1. Peter Poor Ambulance Service, Inc., is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Teamsters, Chauffeurs, & Helpers Union Local 437, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America (the Union), is a labor organization within the meaning of Section 2(5) of the Act.

3. Association of Emergency Medical Technicians of the North Shore (A.E.M.T.) (the Association) is a labor organization within the meaning of Section 2(5) of the Act.

4. Peter Poor and Jack Ramsey are agents of Respondent and supervisors within the meaning of Section 2(11) of the Act.

5. At all times material herein the Union has been and now is the exclusive representative of all employees in the following separate appropriate units for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment:

(a) All emergency medical technicians, ambulance drivers, attendants and chaircar personnel employed by Respondent at its Revere, Saugus and Chelsea, Massachusetts, locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act.

(b) All emergency medical technicians, ambulance drivers, attendants, and chaircar personnel employed by Respondent at its Ipswich and Newburyport, Massachusetts, locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act.

6. By, at the Revere location, threatening employees with termination of its operations unless they agreed to concessions in wages, hours, and other conditions of employment; telling employees that they should drop the Union and that it knew of an attorney who would assist in their effort to do so; threatening to close its business unless its employees conceded to forgo wage increases, holidays, personal days, and vacations; asking employees to form a committee of their own to negotiate with Respondent instead of the Union; and, at the Ipswich location, threatening that if its employees took a strike vote it would fire them all; threatening to close its doors because its employees were going on strike; and interrogating employees regarding who attended a strike-ratification meeting, Respondent has interfered with, restrained, and coerced employees in the exercise of the rights guar-

anteed them by Section 7 of the Act in violation of Section 8(a)(1) of the Act.

7. By, at the Ipswich location, suggesting and fostering to employees the concept of formulating their own union; allowing the Association to meet on its property; permitting employees on company time to attend a meeting of the Association; suggesting that employees form their own association and that it would be in a position to bargain with the association more reasonably and give the employees more pay in the form of a weekly salary; and telling employees that it wanted the Union out and for them to form their own association and that it would then bargain with that association, Respondent has rendered and is rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(2) and (1) of the Act.

8. By failing and refusing since February 19, 1982, to execute a written contract embodying the full and complete agreement it reached with the Union on January 21, 1982, regarding the terms and conditions of employment of the employees in the above-described appropriate Revere unit, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(5) and 1 of the Act.

9. By refusing since on or about February 1982, to abide by the terms of the above-described January 21, 1982, agreement with the Union, as follows, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act:

(a) Since on or about February 1982, refusing to put into effect pay raises which were retroactive to October 4, 1981, and January 3, 1982, respectively.

(b) Since on or about April 1982, refusing to put into effect a further pay raise.

(c) Since on or about February 1982, refusing to grant holiday pay and personal days off with pay.

(d) Since on or about April 1982, refusing to post a vacation bid schedule.

(e) Since on or about April 1982, refusing to grant employees paid vacation.

(f) Since on or about May 1982 refusing to pay employees their uniform allotment.

10. By disregarding and bypassing the Union and bargaining and dealing directly with its employees in the above-described appropriate Revere unit, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

11. By refusing, since April 8, 1982, to bargain in good faith with the Union regarding a renewed collective-bargaining agreement for the employees in the above-described appropriate Ipswich-Newburyport unit, by on April 14, 1982, making regres-

sive and clearly unacceptable offers to its employees regarding wages, hours, and other conditions of employment, and at its Newburyport facility, by withdrawing recognition, on April 22, 1982, from the Union as exclusive bargaining representative of the employees in the Ipswich-Newburyport unit, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act.

12. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and 2(7) of the Act.

V. THE REMEDY

Having found that Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(a)(1), (2), and (5) and of the Act, we shall order it to cease and desist therefrom, and to take certain affirmative action, set forth below, which is designed to effectuate the purposes and policies of the Act.

Specifically, having found that Respondent violated Section 8(a)(5) and (1) of the Act by refusing since February 19, 1982, to execute a contract embodying the full and complete agreement it reached with the Union on January 21, 1982, regarding the terms and conditions of employment of its employees in the above-described appropriate Revere unit, and thereafter by refusing to abide by certain provisions of such agreement, we shall order Respondent to cease and desist therefrom, to embody such agreement in a signed written agreement, and to make the Revere unit employees whole for any loss of pay and other benefits they may have suffered by reason of Respondent's refusal to abide by the terms of such agreement,⁴ with interest thereon to be computed in the manner prescribed in *Florida Steel Corporation*, 231 NLRB 651 (1977).⁵

Having found that Respondent has failed to bargain with the Union in good faith regarding the terms and conditions of employment of its employees in the above-described appropriate Ipswich-Newburyport unit, by withdrawing recognition from the Union, we shall order Respondent to cease and desist therefrom, and to recognize, and upon request to bargain in good faith with, the Union as the exclusive bargaining representative of the Ipswich-Newburyport unit employees regarding rates of pay, wages, hours, and other terms and conditions of employment and, if an understanding is reached, to embody such understanding in a signed written agreement.

⁴ See *Ogle Protection Service, Inc.*, 183 NLRB 682, 683 (1970).

⁵ See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Peter Poor Ambulance Service, Inc., Revere, Massachusetts, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Threatening employees with termination of its operations unless they agree to concessions in wages, hours, and other conditions of employment; telling employees that they should drop the Teamsters, Chauffeurs, & Helpers Union Local 437, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of North America (the Union), and that it knew of an attorney who would assist in their effort to do so; threatening to close its business unless its employees agreed to forgo wage increases, holidays, personal days, and vacations; asking employees to form a committee of their own to negotiate with Respondent instead of the Union; threatening that if its employees took a strike vote it would fire them all; threatening to close its doors because its employees were going on strike; and interrogating employees regarding who attended a strike-ratification meeting.

(b) Rendering unlawful assistance and support to a labor organization by allowing the Association of Emergency Medical Technicians of the North Shore (A.E.M.T.) (the Association) to meet on its property and permitting employees on company time to attend a meeting of the Association.

(c) Suggesting and fostering to employees the concept of formulating their own union; suggesting that employees form their own association and that it would be in a position to bargain with the association more reasonably and give the employees more pay in the form of a weekly salary; and telling employees that it wanted the Union out and for them to form their own association and it would then bargain with that association.

(d) Failing and refusing since February 19, 1982, to execute a written contract embodying the full and complete agreement it reached with the Union on January 21, 1982, regarding the terms and conditions of employment of the employees in the following appropriate unit (the Revere unit):

All emergency medical technicians, ambulance drivers, attendants and chaircar personnel employed by Respondent at its Revere, Saugus and Chelsea, Massachusetts locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act.

(e) Refusing to abide by the terms of the above-described January 21, 1982, agreement with the

Union including refusing to put into effect pay raises which were retroactive to October 4, 1981, and January 3, 1982, respectively; refusing to put into effect a further pay raise; refusing to grant holiday pay and personal days off with pay; refusing to post a vacation bid schedule; refusing to grant employees paid vacation; and, refusing to pay employees their uniform allotment.

(f) Refusing to bargain collectively with the Union by disregarding and bypassing the Union and bargaining and dealing directly with its employees in the above-described appropriate Revere unit.

(g) Refusing to bargain collectively with the Union regarding a renewed collective-bargaining agreement for the employees in the appropriate unit described below (the Ipswich-Newburyport unit), by making regressive and clearly unacceptable offers to its employees regarding their terms and conditions of employment and, at the Newburyport location, by withdrawing recognition from the Union as the exclusive bargaining representative of the employees in the Ipswich-Newburyport unit:

All emergency medical technicians, ambulance drivers, attendants, and chaircar personnel employed by Respondent at its Ipswich and Newburyport, Massachusetts, locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act.

(h) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the Board finds will effectuate the policies of the Act:

(a) Embody in a written agreement the full and complete agreement it reached with the Union regarding the terms and conditions of employment of its employees in the above-described appropriate Revere unit and abide by the provisions of such agreement and make the Revere unit employees whole for any loss of pay and other benefits they may have suffered as the result of its failure to abide by the provisions of such agreement, including those enumerated in paragraph 1(e) of this Order, with interest as set forth in the remedy.

(b) Recognize the Union as the exclusive collective bargaining agent of its employees in the above-described appropriate Ipswich-Newburyport unit.

(c) Upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of its employees in the above-described appropriate Ipswich-Newburyport unit with respect to rates of pay, wages, hours, and other terms and conditions of employment and, if an under-

standing is reached, embody such understanding in a signed written agreement.

(d) Post at its locations at 425 American Legion Highway, Revere, Saugus, Massachusetts, and Chelsea, Massachusetts, 92 Merrimack Street, Newburyport, Massachusetts, and Ipswich, Massachusetts, copies of the attached notice marked "Appendix."⁶ Copies of said notice, on forms provided by the Regional Director for Region 1, after being duly signed by Respondent's representative, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 1, in writing, within 20 days from the date of this Order, what steps the Respondent has taken to comply herewith.

⁶ In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The Act gives employees the following rights:

- To engage in self-organization
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To engage in activities together for the purpose of collective bargaining or other mutual aid or protection
- To refrain from the exercise of any or all such activities.

WE WILL NOT threaten employees with termination of our operations unless they agree to concessions in wages, hours, and other conditions of employment; tell employees that they should drop the Teamsters, Chauffeurs, & Helpers Union Local 437, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of North America (the Union), and that we know of an attorney who would assist in their effort to do so; threaten to close our business unless our employees

agree to forgo wage increases, holidays, personal days, and vacations; ask employees to form a committee of their own to negotiate with us instead of the Union; threaten that if our employees take a strike vote we will fire them all; threaten to close our doors because our employees are going on strike; and interrogate employees regarding who attended a strike-ratification meeting.

WE WILL NOT render unlawful assistance and support to a labor organization by allowing the Association of Emergency Medical Technicians of the North Shore (A.E.M.T.) (the Association) to meet on our property and permitting employees on company time to attend a meeting of the Association.

WE WILL NOT suggest and foster to employees the concept of formulating their own union; suggest that employees form their own association and that we will be in a position to bargain with the association more reasonably and give the employees more pay in the form of a weekly salary; and tell employees that we want the Union out and for them to form their own association and we will then bargain with that association.

WE WILL NOT fail and refuse to execute a written contract embodying the full and complete agreement we reached with the Union on January 21, 1982, regarding the terms and conditions of employment of the employees in the following appropriate unit (the Revere unit):

All emergency medical technicians, ambulance drivers, attendants and chaircar personnel employed by Respondent at its Revere, Saugus and Chelsea, Massachusetts, locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act.

WE WILL NOT refuse to abide by the terms of the above-described January 21, 1982, agreement with the Union, including:

- (1) Refusing to put into effect pay raises which were retroactive to October 4, 1981, and January 3, 1982, respectively,
- (2) Refusing to put into effect a further pay raise,
- (3) Refusing to grant holiday pay and personal days off with pay,
- (4) Refusing to post a vacation bid schedule,
- (5) Refusing to grant employees paid vacation, and
- (6) Refusing to pay employees their uniform allotment.

WE WILL NOT refuse to bargain collectively with the Union by disregarding and bypassing the Union and bargaining and dealing directly with our employees in the above-described appropriate Revere unit.

WE WILL NOT refuse to bargain in good faith with the Union regarding a renewed collective-bargaining agreement for the employees in the appropriate unit described below (the Ipswich-Newburyport unit), by making regressive and clearly unacceptable offers to our employees regarding their terms and conditions of employment and, at the Newburyport location, by withdrawing recognition from the Union as the exclusive bargaining representative of the employees in the Ipswich-Newburyport unit:

All emergency medical technicians, ambulance drivers, attendants, and chaircar personnel employed by Respondent at its Ipswich and Newburyport, Massachusetts, locations excluding office clerical employees, guards and supervisors as defined in Section 2(11) of the Act.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 of the Act.

WE WILL embody in a written agreement the full and complete agreement we reached with the Union regarding the terms and conditions of employment of our employees in the above-described appropriate Revere unit and abide by the provisions of such agreement and make the Revere unit employees whole for any loss of pay and other benefits they may have suffered as the result of our failure to abide by the provisions of such agreement, including those enumerated in the fifth paragraph.

WE WILL recognize the Union as the exclusive collective-bargaining agent of our employees in the above-described appropriate Ipswich-Newburyport unit.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargaining representative of our employees in the above-described appropriate Ipswich-Newburyport unit with respect to rates of pay, wages, hours, and other terms and conditions of employment, and if an understanding is reached, embody such understanding in a signed written agreement.

PETER POOR AMBULANCE SERVICE,
INC.